



DELIVERY AND PAYMENT TERMS

1. MIKROTECHNA PRAHA a.s. (*hereinafter referred to as MKT*) shall deliver its products and other goods (*hereinafter referred to as goods*) on the basis of the written purchase contract signed between MKT and the customer. In the case of a single piece or smaller quantity order, the purchase contract should be replaced by a written order signed by both parties. A verbal purchase contract should be made in the case of personal collection and immediate payment. The delivery note and the cash voucher should be used as confirmation of such agreement. If MKT shall manufacture goods as a special order, such goods shall be delivered pursuant to the written contract for work agreed with the customer. The term „purchaser”, used in this document, shall mean the customer or the order party depending on the kind of contract between all of the parties.
2. In the written purchase agreement or in the contract for work, should be agreed delivery of the goods and the payment terms, otherwise as stated in these terms.
3. If no Incoterms are stipulated, the contract is deemed to be ex-works.
4. In the event that the customer shall not take the goods from stock on the date defined in the contract or otherwise agreed, MKT shall be entitled to charge the customer a warehouse fee of 0.3 % of the goods price for each week, or part thereof, of the delay.
5. The goods are delivered in accordance with the standard quality guaranteed and defined in the product Technical Specification and in the original documentation.
6. Together with the goods, MKT shall deliver to the customer all the required documents, which enable the customer to exercise the rights defined by the contract and under the relevant law.
7. The warranty of the delivered goods shall be 24 months and this period shall start from the date of delivery to the customer. If the contract refers to the warranty terms, the warranty stated in the Annex of the contract shall be accepted.

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8. After settling the whole payment, the customer shall assume proprietary right to the goods. If the goods are sold abroad, the customer shall assume the proprietary right to these goods after settling the whole payment and crossing the border.

9. The customer shall be required to pay the price stated in the written contract or based on the contract. If there is no such contract, then the price agreed in the accepted order shall be used. In the event that there are no such documents, the price verbally agreed during collection shall be used. The agreed price does not include VAT. The customer is obliged to pay the price in cash at the time of collection or by bank transfer before collection on the bank account of MKT, branch of Komerční bank, Praha 1, account no. 19-5620650277/0100 or the other bank account stated in the contract. If the payment term is stated in the contract pursuant to the invoice, the customer is required to pay the goods on the account at the time stated on the invoice.

10. MKT shall be entitled to charge the customer for the price of the goods, packaging and transport costs, unless otherwise stated. The customer shall be obliged to dispose of such packaging material of the delivered goods at its own expense in conformity with the EU environmental law.

11. If the customer shall not pay for the goods, and the other charges stated in article 10 on time, it shall be deemed as a breach of the purchase agreement and MKT shall be entitled to terminate the contract.

12. In the event of delay in payment, MKT shall be entitled to charge the customer late charges amounting to 0.1 % of the amount outstanding for each day of the delay, unless otherwise stated in the contract.

13. In the event that the purchaser is in delay with payment at any time, having already paid the part or whole payment in connection with this or any other order, and such money has not been specifically allocated to an order, MKT is entitled to include such unallocated money as whole or part settlement of the unpaid price, according to MKT sole discretion. The foregoing condition is also applicable in the event that money already paid was intended for the supply of other goods to the purchaser. If the payment delay exceeds 21 days and MKT is in possession of some of the purchaser's assets once given over by the purchaser or a third party, based on some other legal relationship, then MKT shall be entitled to exercise its right of lien over these assets. If, after an agreed payment delay, the customer shall pay MKT for obligations granted to cover the other legal relationship, MKT shall be entitled to use the refund for the other debts. If the customer shall pay

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he obligation to cover the other legal relationship before the termination of the agreed delay time, but the delay shall still continue and MKT shall apply charges to such legal relationship after the expiration of the delay time, MKT shall be entitled to cancel such obligations and to use the payment for the other demands.

14. The above stated delivery and payment terms, together with those attached hereto and incorporated therein, shall be deemed to be agreed by both parties signing the purchase contract, or by confirming a written order, which includes those terms, or by signing a delivery note used during the personal collection of the goods pursuant to a verbal agreement.

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